

IN THE MATTER OF ARBITRATION BETWEEN

CARDINAL COMMUNITY)	
SCHOOL DISTRICT)	
)	
Public Employer)	
)	
AND)	ARBITRATION AWARD
)	
CARDINAL SUPPORT)	Terry D. Loeschen, Arbitrator
PERSONNEL ASSOCIATION)	
)	
Employee Organization)	

APPEARANCES

For Cardinal Community School District

Mr. Arnie Snook, Superintendent/Elementary Principal

For Cardinal Support Personnel Association

Ms. Carol Hauptert, ISEA UniServ Director
Ms. Suzanne Card, ISEA UniServ Director
Ms. Betty Fuller, ISEA Budget Specialist

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AUTHORITY/JURISDICTION

This proceeding arises pursuant to the provisions of Sections 19 and 22 of the Iowa Public Employment Relations Act, Chapter 20, Code of Iowa (hereafter Act). The Cardinal Community School District (hereafter District) and the Cardinal Support Personnel Association (hereafter Association) have been unable to agree upon the terms of a collective bargaining agreement for fiscal year 2007 through negotiations and mediation. The parties proceeded to Fact-finding pursuant to Section 20.21 of the Act and a Fact-finding hearing was held May 25, 2006. The sole impasse item before the Fact-finder was a percentage wage increase for the bargaining unit. A Fact-finding

Recommendation was issued June 7, 2006. The Recommendation of the Fact-finder was rejected by the District and accepted by the Association. The parties were then required to proceed to impasse arbitration.

The undersigned Arbitrator was selected by mutual agreement of the parties, and an interest arbitration hearing was held on July 13, 2006 at the District's High School Center, north of Eldon, Iowa. At the hearing both parties stipulated that the matter was properly at arbitration and that the Arbitrator has statutory jurisdiction to issue a final and binding award.

Both parties were represented by skilled and effective advocates. During the hearing all parties were provided full opportunity to present evidence and argument in support of their respective positions. The hearing was tape recorded in accordance with the regulations of the Iowa Public Employment Relations Board. At the conclusion of the presentation of evidence, the record was closed and the impasse arbitration was deemed under submission. Based upon the evidence presented at the hearing, a review of all exhibits submitted, and careful consideration of the arguments presented by both parties, this impasse arbitration award is issued.

BACKGROUND

The District is located in southeast Iowa with most of its area in Wapello County. Small portions of its boundaries cross into Davis, Jefferson, and Van Buren Counties. The District provides an educational program which includes pre-kindergarten and grades k through 12 at three attendance centers on a campus situated approximately three miles

north of Eldon, Iowa. The District's total enrollment for the 2005-2006 school year is reported as 676.3 students. This represents a 2.4% decrease from the preceding year.

The Association was certified by the Iowa Public Employment Relations Board as the exclusive bargaining agent for District support staff employees on July 3, 1991. It represents all full and part time non-certified employees of the District. In March 2006, when unit costs were agreed upon, there were forty bargaining unit personnel in various job classifications. The unit consisted of seven bus drivers, three custodians, two head custodians, five cooks, one head cook, three secretaries, eighteen teacher aides, and one transportation director/head mechanic. The first collective bargaining agreement between the District and the Association went into effect July 1, 1992. Subsequent to that time the parties have been able to voluntarily resolve their contract differences, with the exception of two fact-findings.

Negotiations for a 2006-2007 agreement commenced January 9, 2006 when the Association presented its initial bargaining proposals to the District. The District's proposals were given to the Association on January 23, 2006. Bargaining sessions occurred February 7 and March 6, 2006. Mediation was held on March 28, 2006. In the absence of a voluntary settlement, a Fact-finding hearing was held on May 25, 2006. The only impasse item presented to the Fact-finder for determination was the parties' respective proposals for a wage increase. The Association proposed to increase hourly wages for the entire unit by 6.25% effective July 1, 2006. The District's final fact-finding proposal was a 3.4% increase in hourly wages for the entire unit. The Fact-Finder Recommendation of June 7, 2006 was a 5.2% wage increase. As is stated above,

the Fact-finding Recommendation was accepted by the Association and rejected by the District, resulting in the present arbitration.

ARBITRATION CRITERIA

Section 22.9 of the Act sets forth the criteria by which an arbitrator is to select, under subsection 11, "the most reasonable offer: on each impasse item submitted by the parties or recommended by the fact-finder. Section 22.9 specifically provides as follows:

The arbitrator or panel shall consider, in addition to other relevant factors, the following factors:

- a. Past collective bargaining contracts between the parties, including the bargaining that lead up to such contracts.
- b. Comparison of wages, hours and conditions of employment of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
- c. The interests and welfare of the public, the ability of the public employer to finance economic adjustments, and the effect of such adjustments on the normal standard of services.
- d. The power of the public employer to levy taxes and appropriate funds for the conduct of its operations.

Section 17.6 of the Act further provides:

No collective bargaining agreement or arbitrator's decision shall be valid or enforceable if its implementation would be inconsistent with any statutory limitation on the public employer's funds, spending or budget, or would substantially impair or limit the performance of any statutory duty by the public employer.

Further, PERB Rule 621-7.5(6) states that "the arbitration hearing shall be limited to those factors listed in Iowa Code Section 20.22 and such other relevant factors as may

enable the arbitrator or arbitration panel to select the fact-finder's recommendation... or the final offer of either party for each impasse item."

The authority of the Arbitrator is also subject to the standard set forth in Maquoketa Valley Community School District v. Maquoketa Valley Education Association, 279 N.W.2d 510,513 (Iowa 1979) which requires an arbitration panel or single arbitrator to select final offers or the fact-finding recommendation on each impasse item "in toto" (with the terms "impasse item" being defined as a Section 20.9 subject of bargaining).

The award on the impasse item at issue in the present case is made with due regard for each of the above criteria and requirements.

IMPASSE ITEM

The only impasse item to be resolved by this arbitration is that of a wage increase.

The Association's final offer for arbitration is "Across-the-board wage increase of 5.2% as recommended by the fact-finder effective July 1, 2006-June 30, 2007 (Association Exhibit 4)

The District's final arbitration offer is: "Across-the-board wage increase of 4.0% will be presented by the Cardinal Community School District during arbitration on July 13, 2006 with the Cardinal Support Staff." (Association Exhibit 6)

The Association claims that the District's final offer was never presented in the course of negotiations and will be the subject of a prohibited practice complaint filed with the Public Employment Relations Board. The present Arbitrator does not have jurisdiction or authority to rule on the merits of any prohibited practice complaint and

will proceed to a final award in the present case based on the final offers of the parties as presented at the arbitration hearing.

It is the duty of the present Arbitrator to arrive at a decision based upon those factors listed in Section 20.22 of the Act and such other relevant factors as may enable the Arbitrator to select the fact-finder's recommendation or the final offer of either party for each impasse item. (See PERB Rule 621-7.5 (6)) The statutory duty of the Arbitrator is to select the most reasonable offer on an impasse item. Section 20.22 (11) of the Act states "A majority of the panel of arbitrators (in the present case a single arbitrator) shall select within fifteen days after its first meeting, the most reasonable offer, in its judgment, of the final offers on each impasse item submitted by the parties, or the recommendations of the fact-finder on each impasse item: (Emphasis added)

The task of the present arbitrator is to select either the Distract final offer (4% wage increase) or the Association final offer which is identical to the Fact-finder (5.2% wage increase) as the most reasonable.

DISCUSSION/ANALYSIS

It is patently obvious that there was a significant difference between the parties with respect to an appropriate comparability group at fact-finding. This disparity undoubtedly made the job of the Fact-finder more difficult. A review of the Fact-finder's Report indicates that the District's selected comparable schools were Eddyville-Blakesburg, Sigourney, Davis County, Belle Plaine and Eastern Allamakee which have organized bargaining units, and Pekin and Van Buren which do not have any organized support staff bargaining.

The Association presented two different groups. The first was a comparability group of five larger schools and five smaller schools, Cardinal enrollment being the midpoint. Second, the Association proposed a group of schools within a fifty mile radius of Cardinal. In the "5 up 5 down" group, four of the selected schools were the same as the group proposed by the District. In the "50 mile" group only three of the selected schools matched those in the District's group. While both Association groups used only school districts with organized bargaining, both have flaws which could not be ignored by the Fact-finder. The "5 up 5 down" group gives little weight to geographical proximity which is a factor long considered important by fact-finders and arbitrators. At the same time the "50 mile" group compares Cardinal to school districts many times larger. For example, while it may be true that Cardinal competes for employees in the same job market as Ottumwa, the differences in enrollment and finances are simply too great to provide a valid comparison.

At the same time the District's use of non-organized schools (Pekin and Van Buren) has little validity. There are too many differences between school districts with organized bargaining and those without, even though they may be of like size or in close proximity. The fact of the matter is that without any impasse procedures, unorganized employees are ultimately left with such salary and benefits as the District will voluntarily provide.

Thus the Fact-finder was left with the difficult task of trying to "fashion" a comparability group from the schools contained in the three separate groups of the parties. (See Association Exhibit 2, unnumbered pages 3 and 4) Given those

circumstances, it is not surprising that the District now complains of the comparability group created by the Fact-finder (District Exhibit, page 2).

For the future, the parties are urged to consider a mutually acceptable comparability group. Perhaps this can be a "blend" of athletic conference schools and three up and three down, all of whom should have organized bargaining. However, the undersigned Arbitrator does not have authority to create a new group involving school districts not contained in the evidence presented by the parties. The present Arbitrator must still adhere to the statutory mandate of selecting the most reasonable offer.

The District contends that the Fact-finder did not use sound judgment or follow traditional criteria set forth for Arbitrators in Section 22.9 of the Act. Obviously the Association took the opposite view by virtue of its acceptance of the Fact-finder's Recommendation.

The District claims that no consideration was given by the Fact-finder to past collective bargaining contracts between the parties, including the bargaining that lead up to such contracts. It stresses the fact that its final 4% offer is well above settlements over the past five years. It argues that its support staff have historically settled for .8% below certified staff over the past five years. Its 4% final offer is only .28% below the certified staff settlement while the Association 5.2% final offer is "almost 1% above." (See District Exhibit page 5) The District emphasized the fact that its final arbitration offer is the highest that has occurred in the past five years. Page 6 of the District's multipage Exhibit shows the five year average hourly percentage wage increase is 3.16%. The District's Arbitration offer is .84% above the five year average, while the Association-Fact-finder position is 2.04% above that average. A historical comparison of the offers in

terms of an increase in hourly rate shows the five year average hourly rate increase to be \$.326. The District's offer is \$.144 above that average and the Association is \$.294 above the average. (See District Exhibit, page 7) Based on this data, the District claims the Fact-finder did not give proper consideration to past collective bargaining contracts between the parties. Further it states that the District is no better off today financially than it has been over the past five years when various contracts were settled.

However, there is little to no evidence in the record as to "how" these settlements came about. One must speculate as to whether or not a lower percentage settlement was the result of a "trade off" for some other benefit. For example, it has not been uncommon for bargaining units in past years to accept lower wage offers in order to preserve insurance benefits. There is no evidence in the present record one way or the other as to bargaining concessions of either side. While the Association presented little to refute the District's historical percentages, the fact remains that the District's evidence that the Fact-finder ignored past collective bargaining agreements has limited persuasive value. In simple terms, five year averages in dollar rate per hour or percentage of hourly rate increases which were voluntarily agreed on between the parties, while showing a pattern of settlements, do not disclose rationale, criteria or concessions which generated those numbers. Similarly, from a review of the Fact-finder's Report, it appears that little evidence was presented at the fact-finding hearing regarding past bargaining. At page 3 of the Report the Fact-finder states: "The Association has not presented bargaining history as an item for discussion in this impasse. The District's #10 shows that in the previous contract, the different classifications received differing percent wage increases,

ranging from 2.4% for regular route bus drivers to 3.4% for secretaries. Neither party has suggested there be any differences in individual classification percentages.

In the present Arbitrator's view, the District has not presented such persuasive evidence as will support a claim that its final arbitration offer is more reasonable when viewed in terms of the bargaining history of the parties. The nature of that history is vague at best. Five years of percentage and dollar settlements with corresponding averages do not disclose the "quid pro quo" of past bargaining of the parties.

The District states that "a comparison of Cardinal support staff wages when it comes to comparable schools in size and the same area of state is on the average well above what other school districts pay in support staff wages." The Arbitrator is also urged to consider the "peculiar" fact that the starting wage for Cardinal support staff employees is also their highest wage. It argues that because the District does not have a wage scale or schedule based on years of experience, the result is a total support staff cost at a much higher level than comparable districts which have pay schedules. Thus the District contends that its final arbitration offer of an across-the-board wage increase of 4% is the most reasonable. In support of its position, the District contends that it ranks above most of the individual districts in its comparability group and certainly ranks above average (whether starting or top pay) of the other districts. The District again relies on a comparability group of five schools with organized bargaining (Eddyville-Blakesburg, Sigourney, Davis County, Belle Plaine and Eastern Allamakee) along with two districts which are contiguous but have no organized bargaining (Pekin and Van Buren).

The Association also claims that its final offer, identical to the Fact-finder recommendation of 5.2% wage increase, is the most reasonable. Its comparability

groups, while two in number, both differ from the District. Association Exhibit 13 shows a group of schools 5 greater and 5 lesser by enrollment, all with PERB certified bargaining units. Those schools are Starmont, Central Decatur, Denver, Wapsie Valley, Clayton Ridge, Sigourney, Eldora-New Providence, Belle Plaine, Postville and Griswold. There is also a second group of schools with certified bargaining units all within a fifty mile radius consisting of Ottumwa, Oskaloosa, Washington, Mid Prairie, Albia, Davis County, Eddyville-Blakesburg, Sigourney and Waco.

As is indicated above, it is obvious that the Fact-finder was required to "blend" the three groups in an effort to find the most comparable. Thus the Fact-finder group became Sigourney, Waco, Eddyville-Blakesburg, Belle Plaine and Waco.

The Association's final 5.2% wage offer also ranks above average in most of the districts in either one of its comparability groups. Regardless of either the District or Association rank order in any comparability group or comparison to minimum or maximum wage averages, the dilemma for the present Arbitrator remains that of selecting either a 4% or a 5.2% across-the-board wage increase as the most reasonable. As was stated above, two unorganized districts contiguous to Cardinal may be "factors peculiar to the area," but comparisons to unorganized districts do not have the same weight of persuasion as does comparison to like kind organized districts. Similarly the Cardinal Community School District shall not be compared to schools three to four times its size. The differences are simply too great to provide valid comparisons. Given the above considerations, it cannot be reasonably concluded that the Fact-finder erred in her determination of proper schools for comparison. The present Arbitrator in a "most reasonable offer" determination believes that comparability should be based on organized

districts of like size and in close geographic proximity to the extent possible, but all comparison districts presented by both parties have been reviewed by this Arbitrator in an effort to determine the most reasonable offer.

The District argues that the Arbitrator should look at changes in the District's ability to pay. It then states at page 1 of its Exhibits: "... that the ability to pay (the financial position) of the district has not significantly changed over the five-year historical settlement comparison." Of course the statutory criteria which must be applied in the present case in Section 22.9(c) of the Act is as follows: "The interests and welfare of the public, the ability of the public employer to finance economic adjustments and the effect of such adjustments on the normal standard of services. (Emphasis added)" It should be noted at this point that the statute does not speak to "changes" in ability to finance but asks whether or not the ability to finance economic adjustments exists. In other words, changes which or decrease financial circumstances may not necessarily result in a conclusion of a lack of ability to pay.

The District argues that its new regular program money for fiscal 2007 is not a true 3.63% but, in reality, amounts to 1.437%. It claims that actual new dollars amount to \$48,066., not \$121,396. it claims that this decrease is due to open enrollment shortfalls. For example, it shows on page 17 of its Exhibits that for fiscal year 2006, 88.1 students enrolled out of the District and 25 enrolled in. The result is a cash flow out for 63.1 students to other Districts. This, according to the District, reduces the new money that the District can spend internally. The Association counters that the enrollment count is fixed in the preceding Fall, and therefore the District does not take into consideration students who may enter the District subsequent to the official enrollment count. In

addition, it argues that relief may be obtained from the school budget review committee for students enrolled out but not on the previous year's count. The Association contends that the District could, if it wished, use the cash reserve levy to offset the outflow of new money. The District responds that the Board is committed to not raising taxes for its residents. The cash reserve levy is not a viable option as far as the District is concerned.

The District also argues that the Fact-finder did not include the cost of FICA and IPERS in her analysis and recommendation. The Association responds that the total package cost exhibits presented at fact finding by both parties included FICA and IPERS costs. It contends that the total package cost referenced by the Fact-finder as "approximately 4.67%," which includes a wage percent increase of 5.2%, does include FICA and IPERS attributable to the wage increase. The District counters that contention by asserting that the District 4% offer with FICA and IPERS added is actually 4.54%. It claims the Association position of 5.2% is actually 5.9% when FICA and IPEPRS are added. (See District Exhibit page 28) Association Exhibit 10, which clearly shows the inclusion of FICA and IPERS, projects a total cost calculation for the Association's offer of 4.67%. Association Exhibit 11, which also includes FICA and IPERS, shows the total package cost of the District's final offer to be 3.62%. A comparison of the above referenced exhibits does not reveal any flaw in the calculations shown Association Exhibits 10 and 11.

The District points out that its ability to pay is not only limited by actual new money of \$48,066. rather than \$121,369. due to open enrollment dollars lost, but that its solvency ratio has declined under Iowa School Cash Anticipation Program (ISCAP) standards from 4.7% to 3.1%. The Association responds that a 3.1% solvency ratio falls

within what ISCAP refers to as “an acceptable solvency ratio” of 0 to 4.99%. The Association also contends that the District could improve to solvency ratio by utilization of the cash reserve levy if it wishes to do so. Again, however, the District does not wish to increase taxes.

The District expressed concern with respect to its unspent budget authority, commonly referred to as the unspent balance. It correctly points out that spending authority is not necessarily backed by cash. While the District’s Exhibit at page 11 shows unspent budget authority of \$998,211, the District has been forced for the first time to borrow from ISCAP this 2005-06 fiscal year. The Association again asserts that the cash reserve levy, which was discontinued by the District, was designed to fund spending authority and improve cash flow.

The District expressed its concern that the Association final offer is almost 1% above its voluntary settlement with certified staff. The District’s concern is that certified staff will be dissatisfied with a voluntary settlement percentage which is less than the support staff percentage. This concern is an implied attempt at internal comparability. The Association rejects internal comparability as having any validity in the present case.

The District argues that its property tax valuation has dropped and this will affect its ability to pay the Association’s final offer. The Association counter argues that the valuation change is the result of the way in which agricultural land was revalued. Further the Association contends that the District’s tax rate is ranked 74th in the state.

As has been repeatedly stated, the duty of the Arbitrator is to select the most reasonable offer or the recommendation of the fact-finder on each impasse item. The Arbitrator must consider the factors set out in Section 20.22(9) of the Act. In the present

case the Association's final offer and the Fact-finder Recommendation are the same.

While an arbitrator might be disposed to a choice between the final offers of the parties, the Arbitrator does not have that option. Therefore the choice of most reasonable must be made between the District and the Association. There is no third choice. In essence, the requirements of the statute generate an "all or nothing" situation. Again, the choice must be made in the context of reasonableness. Obviously the word "reasonable" is one of the most difficult words to define. It is axiomatic that what is reasonable to one side is unreasonable to the other.

The fact that the District claims to be in an economically stressed area and is worried about its ability to pay does not establish an inability to pay. While its new money may well be reduced by the loss of dollars through open enrollment outflow, the District may receive additional allowable growth from the school budget review committee for students open enrolled out, but not on the previous year's student count. Students may come into the District and those numbers are unknown. While the District has a lower solvency ratio than it would like, it can not be concluded that the ratio (still in the acceptable range) precludes the District from funding the Association's final offer.

The evidence is undisputed that the cost difference between the respective final offers of the parties is \$7304.00. There is no dispute that some bargaining unit costs are paid from the nutrition fund. If the nutrition fund amounts are subtracted, the cost difference decreases to \$6392.00. The evidence is unclear as to what costs may be absorbed with special education funds. There is a suggestion in the Fact-finder's Report that Special Education money has been spent in providing a vehicle for Special Education transportation needs (See Association Exhibit 2, page 4). Assuming those funds are

committed along with Special Education carryover funds of \$21,372.00 to other expenses, the fact remains that the dollar cost difference, after excluding nutrition funds, impacts the regular program in the sum of \$6392.00. This is the amount in question. In other words, does the District have the ability to pay an increase of \$6392.00?

The present Arbitration is not unmindful of the District's unspent balance concerns. It is recognized that a district's unspent balance or spending authority may not be backed by cash. However, the District's unspent balance is still the third largest in its history since 1989-90. It is likely that the unspent balance can support a \$6392.00 increase.

A factor which must be considered in an impasse arbitration decision is the power of the public employer to levy taxes and appropriate funds for the conduct of its operations. In the present case, the Association repeatedly claims the District has discontinued the cash reserve levy, and could reestablish this levy if it wishes to do so. In contrast the District is adamant that in terms of "the interests and welfare of the public" it does not want to increase taxes. The District should not be criticized for its desire to engage in prudent fiscal management. It is obvious that the present Superintendent is a competent manager who wishes to operate the financial affairs of the District in the best possible manner. For example, he does not want just an acceptable solvency ratio, but a target solvency position with the Iowa Schools Cash Anticipation Program. However, the fact is that the cost difference between the parties is not beyond the District's financial abilities nor will it require the District to levy any additional taxes.

While the District has incurred some declining enrollment, that decline has not been sufficient to create an inability to finance the Association's final offer. The District

did allude to internal comparability in its comparison of the proposed support staff percentage increase with the percentage increase voluntarily accepted by its certified staff, and comments to the effect that a percentage increase for support staff above that certified staff could cause dissention. While internal comparability has some merit as part of the statutory criteria "other factors peculiar to the area," it has more validity with respect to cities and counties where there may be multiple bargaining units with substantial similarities in job content. It is difficult to conclude that support staff and certified staff are performing comparable work to any significant extent. Perhaps aides and associates compare to teachers to some extent. However, other than student contact there is little comparison between teachers and bus drivers, custodians or cooks. Further, there is no viable reason why support staff should be "held hostage" to a certified staff settlement.

The remaining question which must be resolved is the reasonableness of the respective final offers in terms of comparability. As has been repeatedly stated, a factor which must be considered is a comparison of wages of the involved public employees with those of other public employees doing comparable work, giving consideration to factors peculiar to the area.

As has been discussed above in greater detail, neither party provided an optimum comparability group to the Fact-finder. School Districts three times the size of Cardinal are not comparable. Districts which do not have organized bargaining are not comparable. Districts located a substantial distance away may not be comparable depending on factors peculiar to the area. Thus the Fact-finder was left to create a group of selected schools from those listed by the parties in their respective groups. No

different comparability groups were presented by the parties at the impasse arbitration hearing. It should be noted that District Exhibit pages 30-37 are, for the most part, cities and counties showing data for police, fire and road departments. There are some bus driver comparisons, but police officers, fire fighters, librarians and county road workers simply do not provide valid comparisons to the support staff in the present case.

The present Arbitrator has reviewed all of the individual settlements, package settlements and averages shown in the comparability exhibits of the parties. However, lesser weight has been given to schools that are three or four times larger, or do not have organized bargaining.

A comparison of the Association's final offer with the known settlements and averages shown on both parties' exhibits reveals that it compares favorably with those settlements. A comparison of the District's final offer discloses that is less comparable than the Association's final offer and therefore less reasonable. While not necessarily palatable to the District, the Association offer is affordable. There is no persuasive proof of a lack of ability to pay the cost involved.

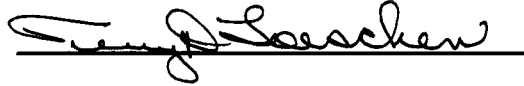
The undersigned Arbitrator therefore finds and concludes that the Association offer of a 5.2% across-the-board wage increase is the most reasonable final arbitration offer.

The undersigned further finds and concludes that members of the bargaining unit should not be penalized by the fact that the representatives of the parties could not schedule an arbitration hearing until after July 1, 2006, and that this award shall be effective as of July 1, 2006.

ARBITRATION AWARD

I hereby award the final arbitration offer of the Association of an across-the-board
5.20% wage increase, effective July 1, 2006 through June 30, 2007.

July 24, 2006

A handwritten signature in cursive script, reading "Terry D. Loeschen", is written over a solid horizontal line.

Terry D. Loeschen, Arbitrator

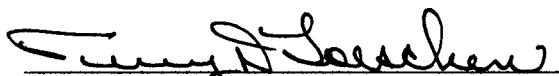
CERTIFICATE OF SERVICE

I certify that on the 24th day of July, 2006, I served the foregoing Award of Arbitrator upon each of the parties to this matter by mailing a copy to them at their respective addresses as shown below:

Mr. Arnie Snook
4045 Ashland Road
Eldon, Iowa 52554

Ms. Carol Hauptert
106 North Court
Ottumwa, Iowa 52501

I further certify that on the 24th day of July, 2006, I will submit this Award for filing by mailing it to the Iowa Public Employment Relations Board, 510 East 12th Street, Suite 1B, Des Moines, IA 50319.


Terry D. Loessen
Arbitrator